

Fill in this information to identify the case:

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Debtor 1	Steven Paul Morton
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Southern
Case number	15-51900
District of <u>Ohio (Columbus)</u> (State)	

**Official Form 410S1****Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Wilmington Savings Fund Society, FSB, D/B/A Christiana  
Trust as Owner Trustee of the Residential Credit

**Name of creditor:** Opportunities Trust III

**Court claim no.** (if known): 5-1

**Last 4 digits** of any number you use to  
identify the debtor's account: 3 3 7 8

**Date of payment change:**

Must be at least 21 days after date 05 /01 /2019  
of this notice

**New total payment:** \$ 3,084.98

Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?**

No

Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

**Current escrow payment:** \$ \_\_\_\_\_

**New escrow payment:** \$ \_\_\_\_\_

**Part 2: Mortgage Payment Adjustment****2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

No

Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

**Current interest rate:** 8.750 %

**New interest rate:** 8.875 %

**Current principal and interest payment:** \$ 2,141.07 **New principal and interest payment:** \$ 2,159.11

**Part 3: Other Payment Change****3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

No

Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

**Current mortgage payment:** \$ \_\_\_\_\_

**New mortgage payment:** \$ \_\_\_\_\_

Debtor 1 Steven Paul Morton Case number (if known) 15-51900  
First Name Middle Name Last Name

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

*Check the appropriate box.*

I am the creditor.  
 I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

/s/ Michelle R. Ghidotti-Gonsalves

Signature

Date 04 / 08 / 2019

Print: Michelle R. Ghidotti-Gonsalves Title AUTHORIZED AGENT  
First Name Middle Name Last Name

Company Ghidotti Berger LLP

Address 1920 Old Tustin Ave  
Number  Street   
Santa Ana, CA 92705  
City  State  ZIP Code

Contact phone (949) 427 - 2010 Email mghidotti@ghidottiberger.com



## SUBSEQUENT INTEREST RATE ADJUSTMENT

Summary	
Account#	
Stfatemnt Date	03/08/2019

STEVEN MORTON  
 1016 WALSINGHAM CT  
 WESTERVILLE, OH 43081

Account Information	
Unpaid Principal Balance	\$233,381.51
Interest Rate	8.75000000%
Prepayment Penalty	No

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 6 month period during which your interest rate stayed the same. The period ends on 04/01/2019, so on that date your interest rate may change. After that, your interest rate may change Semi-Yearly for the rest of your loan term. Any change in your interest rate may also change your mortgage payment.

	Current Rate& Monthly Payment	Estimated New Rate& Monthly Payment
Interest Rate	8.75000000%	8.87500000%
Principal	\$439.33	\$433.06
Interest	\$1,701.74	\$1,726.05
Escrow	\$925.87	\$925.87
Suspense	\$0.00	\$0.00
Other Payments	\$0.00	\$0.00
Total Monthly Payment	\$3,066.94	\$3,084.98

(due 05/01/2019)

**Interest Rate:** We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is the FNMA 6-Month LIBOR and your margin is 6.200%. The FNMA 6-Month LIBOR is published Monthly in [www.thefinancials.com](http://www.thefinancials.com). The index rate plus the margin will be rounded to the nearest 0.12500000%.

**Rate Limit:** Your rate can never be higher than 14.600% over the life of the loan. Your rate can never be lower than 8.600% over the life of the loan. Your rate can increase by no more than 1.000% each adjustment period and your rate can decrease by no more than 1.000% each adjustment period. This additional increase may apply to your interest rate when it adjusts again on 10/01/2019.

**New Interest Rate and Monthly Payment:** The table above shows our estimate of your new interest rate and new monthly payment. These amounts are based on the most recently published FNMA 6-Month LIBOR, your interest rate limitations, your loan balance of \$233,381.51, and your remaining loan term of 218 months.

**If You Anticipate Problems Making Your Payments:**

- Contact FCI Lender Services at 1-800-931-2424 ext. 650 as soon as possible
- If you seek an alternative to the upcoming changes to your interest rate and payment, the following options may be possible (most are subject to lender approval):
  - **Refinance your loan**
  - **Sell your home** and use the proceeds to pay off your current loan
  - **Modify your loan terms**
  - **Payment forbearance** temporarily gives you more time to pay your monthly payment
- If you would like contact information for counseling agencies or programs in your area, call the US Department of Housing and Urban Development (HUD) at 800-569-4287 or visit [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm). If you would like contact information for a State housing finance agency, visit the US Consumer Financial Protection Bureau (CFPB) at [www.consumerfinance.gov/mortgagehelp/](http://www.consumerfinance.gov/mortgagehelp/)

**IMPORTANT NOTICE:** IF YOU OR YOUR ACCOUNT ARE SUBJECT TO PENDING BANKRUPTCY PROCEEDINGS, OR IF YOU RECEIVED A BANKRUPTCY DISCHARGE ON THIS DEBT, THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOU ARE NOT IN BANKRUPTCY OR DISCHARGED OF THIS DEBT, BE ADVISED THAT FCI IS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

1 Michelle R. Ghidotti-Gonsalves, Esq. (SBN 232837)  
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4 Santa Ana, CA 92705  
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8 Attorney for Creditor  
9 Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust as Owner Trustee of the  
10 Residential Credit Opportunities Trust III

11 UNITED STATES BANKRUPTCY COURT

12 SOUTHERN DISTRICT OF OHIO (COLUMBUS)

13 In Re: Steven Paul Morton ) CASE NO.: 15-51900

14 Debtor. ) CHAPTER 13

15 ) **CERTIFICATE OF SERVICE**

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19 **CERTIFICATE OF SERVICE**  
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I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is: 1920 Old Tustin Ave., Santa Ana, CA 92705.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would be deposited with the United States Postal Service the same day of deposit in the ordinary course of business.

1 On April 8, 2019 I served the following documents described as:

- **NOTICE OF MORTGAGE PAYMENT CHANGE**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

6 (Via United States Mail)

<b>Debtor</b> 7 Steven Paul Morton 8 1016 Walsingham Court 9 Westerville, OH 43081	<b>Debtor's Counsel</b> 7 Robert Ellis 8 328 4th St 9 Marietta, OH 45750
<b>Trustee</b> 0 Faye D. English 1 Chapter 13 Trustee 2 10 West Broad Street 3 Suite 900 Columbus, OH 43215-3449	<b>US Trustee</b> 0 Asst US Trustee (Col) 1 Office of the US Trustee 2 170 North High Street 3 Suite 200 Columbus, OH 43215

xx (By First Class Mail) At my business address, I placed such envelope for deposit with the United States Postal Service by placing them for collection and mailing on that date following ordinary business practices.

7       Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the  
Eastern District of California

9 xx (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 8, 2019 at Santa Ana, California

2 /s / Marlen Gomez  
Marlen Gomez